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**AGREEMENT EXERCISING THE FIRST OPTION TO RENEW  
THE SERVICES AGREEMENT  
[The College Board]**

This Agreement Exercising the First Option to Renew the Services Agreement ("First Renewal Agreement") is entered into on this 1<sup>st</sup> day of May, 2014, by and between the Board of Education of the City of Chicago, a body politic and corporate, with offices located at 125 South Clark Street, Chicago, IL 60603 (the "Board"), and The College Board ("Consultant").

**RECITALS**

- A. The Board and Consultant entered into that certain Services Agreement for a term commencing on May 1, 2013 and terminating on April 30, 2014, pursuant to Board Report 13-0424-PR2, with the Board having three (3) options to renew for a period of one (1) year each ("Agreement").
- B. Pursuant to the terms of the Agreement, the Board desires to exercise the first option to renew and to renew the Agreement for one (1) year, and Consultant accepts this option to renew, on the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this First Renewal Agreement.
- 2. **Definitions:** Any and all capitalized terms contained in this First Renewal Agreement, and not defined herein, shall have the definition as set forth in the Agreement.
- 3. **Renewal Term:** The parties agree to renew the Agreement for a period commencing the May 1, 2014 and ending June 30, 2015 ("First Renewal Period"), unless terminated sooner as provided in the Agreement. The Board has two (2) remaining options to renew after the completion of the First Renewal Period.
- 4. **Scope of Services:** Consultant agrees to provide the services set forth in Exhibit A-1 ("Services") during the First Renewal Period, in accordance with the terms and conditions of the Agreement, subject to the modifications contained in this First Renewal Agreement. "Services" means collectively the services, Software, products, deliverables, duties and responsibilities described in Exhibit A-1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in the Agreement. The Board may, from time to time, request changes in the scope of Services. Upon mutual agreement of the parties, any such changes shall be documented by a written amendment to the Agreement signed by both parties and the Board's General Counsel.
- 5. **Compensation:** The total maximum compensation payable to the Consultant pursuant to this First Renewal Agreement shall not exceed Nine Hundred Fifty One Thousand Sixty Six and 00/100 Dollars (\$951,066.00) (the "Total Maximum Compensation"), as may be amended from time to time, which is inclusive of any and all reimbursable expenses. The Consultant is not entitled to any payment, and the Board is not obligated to pay Consultant any amount, solely by virtue of entering into this First Renewal Agreement. In the event of early termination of this First Renewal Agreement, the Board will be obligated to pay only for Services actually rendered before the date of termination. The Board will not be liable under any circumstances for any cost of any Services performed on or after the date of termination or expiration of this First Renewal Agreement. Consultant agrees to provide the Services at the prices set forth in Exhibit A-1 during the First Renewal Period and shall be paid in accordance with Section 2 (BUDGET/ PRICING/PAYMENT) of Exhibit A-1. If Consultant overcharges, in addition to

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all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Consultant under this or any other Agreement between Consultant and the Board.

6. **Freedom of Information Act:** Consultant acknowledges that this First Renewal Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this First Renewal Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Consultant further acknowledges that this First Renewal Agreement shall be posted on the Board's website at [www.cps.edu](http://www.cps.edu).
7. **Original Agreement:** Except as expressly provided in this First Renewal Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the First Renewal Period.
8. **Counterparts and Facsimiles:** This First Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

[Signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have executed this First Renewal Agreement as of the first date set forth above.

**THE BOARD OF EDUCATION  
OF THE CITY OF CHICAGO**

By: David J. Vitale  
David J. Vitale, President

Attest: Susan J. Narrajos  
Susan J. Narrajos, Assistant Secretary

Date: 12-20-14

**THE COLLEGE BOARD**

By: [Signature]

Name: Trevor Pecker

Title: SVP, AP and Instruction

Date: 11/19/14

Board Report No.: 14-0723-PR7, 14-1022-AR1-22  
14-1217-AR1-12

Approved as to legal form: [Signature]  
James K. Bebley, General Counsel

**Attachment and Exhibits:**  
**Exhibit A-1- Scope of Services**

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## EXHIBIT A-1

### SCOPE OF SERVICES

Name of Project: College Board AP exams, materials, and professional development

CPS Project Manager: Mark Klimesh Phone: 773/553/5153 E-Mail: msklimesh@cps.edu

Consultant's Project Manager: Jennifer McDonnell Phone: 847.653.4519 E-Mail: jmcdonnell@collegeboard.org

Term: May 1, 2014 June 30, 2015

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This Scope of Services will be conducted pursuant to the terms and conditions of the Agreement and this First Renewal Agreement by and between The College Board ("Consultant") and The Board of Education of the City of Chicago (the "Board"), commonly known as The Chicago Public Schools ("CPS"). Defined terms used in this Scope of Services will have the same meanings as those ascribed to such terms in the Agreement.

#### 1. SCOPE OF SERVICES:

Consultant will provide the following services ("Services") and materials ("Materials") to the Board's schools and the Board's Office of Magnet, Gifted and International Baccalaureate Programs: (A) Advanced Placement ("AP") student examinations, grading and reporting of assessment, (B) practice examinations, (C) instructional materials, and (D) professional development.

A. AP Exams: Consultant shall provide and deliver to individual CPS high schools the number of AP exams ordered by each school for the May 2014 & May 2015 exam. Orders will be delivered in accordance to timeline outlined in the AP coordinator's manual however, Consultant shall deliver the exams to each CPS high school that placed any such order no later than May 1, 2014 for the 2014 AP Exam & May 1, 2015 for the 2015 AP Exam. Shipping and handling will be included in the price of the exams. The Consultant shall provide approximately 33,000 exams. Consultant shall provide each school's AP coordinator, AP teachers, and designated school administrator access to the AP Online Score Reports website by the first week of August, 2014 for the May 2014 exams and August 2015, for the May 2015 exams. Consultant will provide each student with his/her score results for all AP exams taken in electronic form no later than July 20, 2014 for the May 2014 exams and no later than July 20, 2015 for the May 2015 exams. Consultant will provide CPS district representative, Mark Klimesh, or his designee, the following data, plus any new data pieces added to the AP Online Score Report:

- District Summary by School
- District Summary by Student Demographics
- District Summary with Comparable Groups
- School Summary by Student Demographics
- School Summary with Comparable Groups
- Current Year Score Summary - Aggregated for Districts
- Current Year Score Summary
- Five-Year School Score Summary
- AP Equity and Excellence

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- School Scholar Roster
- District Score Roster
- School Score Roster
- Subject Score Roster - Aggregated for Districts
- Subject Score Roster
- AP Instructional Planning Report - Aggregated for Districts
- AP Instructional Planning Report
- AP Instructional Planning Report - By Section
- College and University Totals - Aggregated for Districts
- College and University Totals
- Student Data file

Additional fees for AP exam scoring, processing, or unused exams will be charged to the individual school(s) in accordance to the list of fees detailed in the Budget/Payment/Pricing Section below.

Consultant will make the aforementioned AP participation and performance data available for CPS high school students enrolled in schools participating under this Agreement through AP Online Score Reports. If the CPS requests data for non-public school students, the CPS must also submit a letter from the non-public school, stating its approval and authorization to the Consultant to release the data to the CPS.

When accessing the AP Online Score Reports, CPS shall comply with the terms of use of the online site. CPS may provide the AP Online Score Reports to the state or federal agency that has funded any of exams furnished under this Agreement. CPS is prohibited from using the AP Online Score Reports and any data within the reports for any other purpose without the express written consent of the College Board.

Notwithstanding any provision to the contrary: i) the CPS acknowledges and agrees that the AP Online Score Reports, AP examination, and all items (questions) contained therein, including all copies thereof, all examination materials, is at all times exclusively owned by the Consultant, who is the exclusive owner of all rights therein, in and to the AP examination, including, without limitation, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the Consultant is passing its proprietary rights in and to the AP examination to the CPS except for the license that has been granted; ii) the parties acknowledge and agree that Consultant may use the AP exam in accordance with its normal course of business absent any permission from CPS; and iii) the Consultant shall protect the AP scores in accordance with this Agreement.

**B. Released Practice Exams Available from the College Board Store:** Consultant shall provide individual schools with the correct number of released exams that are ordered by individual schools. Schools will order released exams during the months of November 2014 – March 2015. Consultant will deliver released exams to the school and invoice the individual school.

**C. Instructional Materials Available from the College Board Store:** Consultant will provide individual schools with reference materials, teacher's guides, vertical team guides, and science lab materials, or other materials that said school has ordered. Schools will order materials throughout the school year. Consultant will invoice the individual school for instructional materials and said school will pay directly to the Consultant. Materials ordered by the Office of Magnet, Gifted and IB will be paid for by the Office of Magnet, Gifted and IB Programs upon

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receipt of a sufficient invoice from the Consultant.

**D. PSAT/NMSQT exams and materials:** Consultant shall provide and deliver to individual CPS high schools the number of PSAT/NMSQT exams ordered by each school for the October 2014 exams. Orders will be delivered in accordance to timeline outlined in the AP coordinator’s manual however, Consultant shall deliver the exams to each CPS high school that placed any such order no later than October 10, 2014. Shipping and handling will be included in the price of the exams. The Consultant shall provide approximately 8,000 exams. Consultant shall provide each school’s AP coordinator, AP teachers, students and designated school administrator access to the PSAT/NMSQT Online Score Reports website by the first week of January, 2015. Consultant will provide each student with his/her PSAT/NMSQT score results taken in electronic form no later than December 19, 2014.

**E. Professional Development:** Consultant shall provide professional development (PD) for teachers and Counselors, AP coordinators, and school administrators. Consultant shall provide a maximum of 21 full-day (6.5 hours) sessions throughout May 2014-June 2015 with the first set of sessions in June 2014. PD topics will be agreed upon by the individual school or Office of Magnet, Gifted and IB Programs and the Consultant. All PD sessions will not exceed 30 participants per session. PD sessions will take place in CPS occupied buildings. These sessions could include PD requests by individual schools, paid for by the school or PD sessions requested by the Office of Magnet, Gifted and IB Programs and paid for by the Office of Magnet, Gifted and IB. Consultant shall provide a College Board endorsed instructor to lead each PD. Consultant shall provide one set of materials per registered attendee per PD session. The list of materials for each session / workshop will be agreed upon by the Consultant and Office of Magnet, Gifted and IB prior to the PD session.

**F. PD Cancellation or Rescheduling:** Consultant shall make the PD workshops available to the Board at the dates and times set forth in the PD order form(s) submitted by the CPS Project Manager and approved by Consultant. In the event the Board wishes to cancel or reschedule a PD workshop, the Board shall notify Consultant in writing no later than thirty (30) calendar days prior to the first day of the PD workshop. If the Board cancels or reschedules a PD workshop less than thirty (30) calendar days prior to the first day of the PD workshop, the Board shall notify Consultant in writing and the Board shall pay Consultant the cancellation and rescheduling fee(s) detailed below. The cancellation fees shall be based on the contracted value of the PD workshop cost:

<b>Date of Notice</b>	<b>Cancellation</b>	<b>Reschedule</b>
0-14 days prior to PD workshop	50%	\$1,000
15-30 days prior to PD workshop	25%	\$500

The Board shall pay any such cancellation or rescheduling fees upon receipt of a sufficient invoice and shall pay such invoice in accordance with the Agreement and this First Renewal Agreement. Cancellation and rescheduling fees shall not apply to any cancellations or rescheduling caused by a Force Majeure event.

**2. BUDGET/ PRICING/PAYMENT:**

Consultant shall be paid upon receipt of a sufficient invoice for Services rendered and/or Materials ordered and delivered. Consultant shall submit monthly invoices to the individual CPS school(s) for the Services rendered and/or Materials delivered to that school for the preceding month. If Services and/or Materials are not rendered in a given month then the Consultant shall not submit an invoice for that month. Consultant shall submit monthly invoices to the CPS Project Manager for Services rendered and/or

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Materials ordered by and delivered to the Office of Magnet, Gifted and IB. The total maximum compensation payable to Consultant shall not exceed Nine Hundred Fifty One Thousand Sixty Six and 00/100 Dollars (\$951,066.00).

Activity	Cost calculations	Cost
AP exam fees for May 2014 & 2015 exams to be paid by each individual school	-Cost of \$ \$82.00 per exam for 7547exams ( 30% of exams)	\$618,854
	-Unused AP exams 470 exams x \$ \$15/exam	\$ 7,050
	-Late payment fee 15 schools x\$ 225/school	\$ 3,375
	-Alternate or late exams 150 exams x \$40/exam	\$ 6,000
	- Late exam orders 10 schools x \$ 55/order	\$ 550
Professional Development 2014-15	7, three day sessions x \$12,000	\$ 84,000
Released exams from The College Board	30 schools x 3AP courses 3 exam packets x \$35	\$ 9,450
Teaching materials from The College Board store	30 biology & 20chemistry & 20 physics lab manuals x \$35 = \$ 2,450	\$ 2,450
Reference materials, teacher guides, vertical team guides from Collge Board	Vertical Team handbook \$48/course Teacher's guides \$30/course	Total not to exceed \$ 6,305
Exam fees to be paid by the Office of Magnet, Gifted and IB Programs	20,000 exams x \$8	\$ 160,000
PSAT exams	874 exams for grade 11 students x \$ 14 = \$ 12,236 2,914 exams for grade 10 students x \$ 14 = \$ 40,796	\$ 53,032
	<b>Total not to exceed</b>	<b>\$ 951,066</b>

3. **OUTCOMES:** Consultant's Services may contribute to: 1) teachers with appropriate AP content knowledge, teaching methodology and strategies through professional development to increase student access in AP courses; 2) an increase in the number of low-income students who take a rigorous college preparatory course such as AP; and 3) an increase in the number of students who earn a "qualifying" score on AP exams.